

03/20/2007 09:58 SKADDEN ARPS → 912483582740PP962000

NO. 321 P03

SECOND LEASE AMENDMENT AGREEMENT

THIS SECOND LEASE AMENDMENT AGREEMENT (this "Agreement") is made and entered into this 20<sup>th</sup> day of March, 2007, between MILWAUKEE INVESTMENT COMPANY, successor in interest to SHELBY INDUSTRIAL INVESTORS, L.L.C. ("Landlord"), and DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company, with its principal address at 5725 Delphi Drive, Troy, Michigan 48098 ("Tenant"), based upon the following:

A. Landlord and Tenant entered into a Lease dated May 9, 2000 (the "Lease"), as amended May 3, 2004, with respect to premises located at 51786 Shelby Parkway, in the Township of Shelby, State of Michigan (the "Premises").

B. Landlord, being the legal owner and holder of the Landlord's interest in and to the Lease at the date hereof, and Tenant, are willing to amend the obligations under the Lease as enumerated hereinafter.

C. On October 8, 2005 Delphi Corporation ("Delphi") and certain of its U.S. affiliates, including Tenant, filed voluntary petitions for reorganization under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Court"), and on October 14, 2005, three additional U.S. subsidiaries of Delphi filed voluntary petitions (the "Bankruptcy Cases") for reorganization under the Bankruptcy Code (collectively, the "Debtors"). The Debtors continue to operate their business as "debtors-in-possession" under the jurisdiction of the Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Court.

D. The parties are presently desirous of amending the Lease in the manner hereinafter set forth.:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Terms used with initial capital letters and not otherwise defined in this Agreement have the meaning ascribed to them in the Lease.

03/20/2007 09:58 SKADDEN ARPS → 912483582740PP962000

NO. 321 P04

2. Termination of the Lease. Notwithstanding anything contained in the Lease to the contrary, subject to the terms set forth below, Landlord agrees that as of the date of this Second Lease Amendment Tenant has the right to terminate this Lease at any time beginning on December 31, 2007. To exercise this termination right Tenant must give to Landlord at least one (1) month of prior written notice; i.e., to terminate effective December 31, 2007, Tenant must notify Landlord no later than November 30, 2007. If Tenant elects to terminate the Lease, Tenant shall pay to Landlord, a termination fee (the "Termination Fee") equal to 6 months Base Rent (for instance, effective December 31, 2007, the fee would be as follows: \$31,789.69 X 6 months = \$180,738.14). Upon (a) payment of the Termination Fee and (b) the performance of all of Tenant's obligations under the Lease (with the exception of any restoration obligations relating to alterations to the Premises pursuant to the Lease), accruing and arising prior to the effective date of termination, each party shall be relieved of any further obligations under the Lease.

3. Rejection Claim Waiver. Should Tenant elect to terminate the Lease in accordance with this Second Lease Amendment during the pendency of the Bankruptcy Cases, Landlord agrees to waive any right to a claim for such termination provided the Termination Fee is paid by Tenant. Provided, however, that Tenant agrees not to reject the Lease under section 365 of the Bankruptcy Code prior to December 31, 2007.

4. No Assumption of Lease. Landlord agrees and acknowledges that this Second Lease Amendment is not intended, nor shall it be construed, as an assumption of the Lease. It being the intention of the parties that this Second Lease Amendment merely modifies the Lease, and does not create a new post-petition contract.

5. Bankruptcy Court Approval. Tenant agrees that it will provide all notices required by the Lease Procedures Order (the "Order"), entered by the United States Bankruptcy Court for the Southern District of New York, dated January 6, 2006.

6. Assignment. Tenant shall have the right to assign the Lease to any entity in which Tenant shall have an interest. In addition, and notwithstanding anything in the Lease to the contrary, Landlord shall not unreasonably withhold or delay its consent to an assignment of the Lease to an entity or consortium that is related to the automotive industry even if interests in such entity or consortium are held by governmental or quasi-

